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9 *Co-Lead Counsel for the Direct Purchaser Plaintiffs*

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UNITED STATES DISTRICT COURT

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NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

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15 IN RE: TFT-LCD (FLAT PANEL)
ANTITRUST LITIGATION

Case No. MDL 3:07-md-1827 SI

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CLASS ACTION

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This Document Relates to:

[AMENDED PROPOSED] ORDER
GRANTING DIRECT PURCHASER
CLASS PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, REIMBURSEMENT
OF EXPENSES, AND INCENTIVE
AWARDS

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ALL DIRECT PURCHASER CLASS
ACTIONS

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Date: December 19, 2011

Time: 4:00 p.m.

Crtrm.: 10, 19th Floor

The Honorable Susan Illston

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POSTED

1-18-12

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MDL 3:07-md-1827 SI

[AMENDED PROPOSED] ORDER GRANTING DIRECT PURCHASER CLASS PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND INCENTIVE AWARDS

1 The Court, having considered Direct Purchaser Class Plaintiffs' Motion for Award of
2 Attorneys' Fees, Reimbursement of Expenses, and Incentive Awards (the "Motion") and the
3 memorandum and declarations in support thereof, and after a duly noticed hearing, hereby finds
4 that:

5 1. The Motion seeks an award of attorneys' fees of 30% of the \$405,022,242
6 Settlement Fund, which is comprised of the settlement payments from the Chimei, Chunghwa,
7 Epson, Hannstar, Hitachi, LG Display, Mitsui, Samsung, Sanyo, and Sharp Defendants
8 (collectively, the "Settling Defendants"). Co-Lead Class Counsel for the Direct Purchaser
9 Plaintiffs ("Direct Purchasers") also seek reimbursement of \$6,055,335.31 in unreimbursed
10 litigation costs and expenses, a \$1,000,000 advance of litigation costs through trial, and incentive
11 awards of \$15,000 each for the 11 court-appointed class representatives.

12 2. The amount of attorneys' fees requested is fair and reasonable under the
13 "percentage-of-the-fund" method. This is confirmed by a lodestar "cross-check," which reveals a
14 fair and reasonable lodestar multiplier of 1.096, based on over 250,000 hours of work. Even if the
15 lodestar compiled by law firms other than Co-Lead Class Counsel were to be reduced by 20% to
16 account for potential inefficiencies, the result is a lodestar multiplier of 1.25, which is reasonable
17 as well. Multiples of 1.25 and under are well within the ranges approved by the Ninth Circuit and
18 the courts in this District. *See e.g., Vizcaino v. Microsoft*, 290 F.3d 1043, 1050-1051 (9th Cir.
19 2002) (upholding a 28% fee award that constituted a 3.65 multiple of lodestar); *id.*, at 1052-54
20 (noting district court cases in the Ninth Circuit approving multipliers as high as 6.2, and citing
21 only 3 of 24 decisions with approved multipliers below 1.4).

22 3. The attorneys' fees requested were entirely contingent upon success. Co-Lead
23 Class Counsel risked time and effort and advanced significant costs and expenses with no ultimate
24 guarantee of compensation. The award of 30% is warranted for reasons set out in Co-Lead Class
25 Counsel's moving papers, including but not limited to the following: the excellent result obtained
26 for the class – payment by the Settling Defendants of over \$405 million in cash; the quality and
27 quantity of work performed by all the firms representing Direct Purchasers (collectively,

1 "Plaintiffs' Counsel") - including extensive motion practice, discovery, trial preparation, and
2 mediation, all involving complex and difficult issues of fact and law; the risks faced throughout
3 the litigation, including at the outset; and, a reasonable lodestar "cross-check," discussed above.

4 4. Given the high risks involved in this case, the effort put forth by Plaintiffs'
5 Counsel, the level of sophistication of the work done, and the extraordinary results achieved for
6 the Class, an upward departure from the Ninth Circuit's benchmark of 25% is justified. *See e.g.*,
7 *Vizcaino*, 290 F.3d at 1047-1050; *In re Heritage Bond Litig.*, 2005 WL 1594403, at *18-23 (C.D.
8 Cal. June 10, 2005).

9 5. The Court has received the objections that have been received from two Class
10 Members, Barry Himmelstein and Michael Rinis. They include objections to the attorneys' fees
11 requested by Co-Lead Class Counsel. Those objections are overruled by separate order.

12 6. The expenses sought were incurred in connection with the prosecution of the
13 litigation for the benefit of the Class and were reasonable and necessary. An additional
14 \$1,000,000 advance of funds to cover expenses that will be incurred through trial is reasonable
15 and will be necessary to the further prosecution of this action.

16 7. The 11 class representatives are entitled to the requested incentive awards, in the
17 amount of \$15,000 each, in recognition of their work performed for the benefit of the Class and
18 the risks undertaken.

19 8. Therefore, upon consideration of the Motion and the accompanying declarations,
20 and based upon all matters of record including the pleadings and papers filed in this action and
21 oral argument given at the hearing on this matter, the Court hereby finds that: (i) the attorneys'
22 fees requested are reasonable and proper; (ii) the expenses requested were necessary, reasonable
23 and proper; (iii) a further \$1,000,000 advance is a fair estimate of expenses that will be incurred,
24 and is a reasonable and proper request; and (iv) the incentive awards requested are warranted.

25 9. Accordingly, it is hereby ORDERED and DECREED that:

(a) Co-Lead Class Counsel are awarded attorneys' fees for distribution to Plaintiffs' Counsel in the amount of \$121,506,672.60, equal to 30% of the

Settlement Fund.

- (b) Co-Lead Class Counsel are awarded reimbursement of their unreimbursed costs and expenses in the amount of \$6,055,335.31.
 - (c) ~~Co-Lead Class Counsel are awarded an additional \$1,000,000.00 to cover costs and expenses reasonably incurred in prosecuting this action through trial against the remaining Defendants.~~
 - (d) The 11 class representatives are awarded incentive payments of \$15,000.00 each, for a total of \$165,000.00.
 - (e) The attorneys' fees, reimbursement of expenses, ~~advance of expenses~~, and incentive awards shall be paid from the Settlement Fund.
 - (f) The attorneys' fees and expenses shall be allocated amongst Plaintiffs' Counsel by Co-Lead Class Counsel (Pearson, Simon, Warshaw & Penny, LLP; and Lieff, Cabraser, Heimann & Bernstein, LLP) in a manner which, in Co-Lead Class Counsel's good-faith judgment, accurately reflects each of such Plaintiff's Counsel's contributions to the establishment, prosecution, and resolution of this litigation.

IT IS SO ORDERED.

Date: 12/27/11

Susan Illston

**THE HONORABLE SUSAN ILLSTON
UNITED STATES DISTRICT JUDGE**

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Co-Lead Counsel for the Direct Purchaser Plaintiffs

10

UNITED STATES DISTRICT COURT

12 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

13

**14 IN RE: TFT-LCD (FLAT PANEL)
ANTITRUST LITIGATION**

Case No. MDL 3:07-md-1827 SI

CLASS ACTION

**[PROPOSED] ORDER OVERRULING
OBJECTIONS TO SETTLEMENTS AND
ATTORNEYS' FEES**

16 | This Document Relates to:

17 | ALL DIRECT PURCHASER ACTIONS

Date: December 19, 2011
Time: 4:00 p.m.
Ctrm: 10, 19th Floor
The Honorable Susan Illston

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1 The Court, having considered the objections that have been received from two Class
2 Members, Barry Himmelstein and Michael Rinis, and argument presented at the Fairness Hearing
3 with regard to those objections, hereby overrules the objections for the following reasons:

4 1. Mr. Himmelstein has objected to the “quick pay” provisions in the settlement
5 agreements with the Settling Defendants; that the Motion for Attorneys’ Fees, Reimbursement of
6 Expenses, and Incentive Awards (“Fee Motion”) was not posted on the www.tflcdclassaction.com
7 website; and, that the 30% fee requested is excessive.

8 2. With respect the “quick pay” provisions, Federal courts, including this Court and
9 others in this District, routinely approve settlements that provide for payment of attorneys' fees
10 prior to final disposition in complex class actions. *See e.g., The PMI Group, Inc. Sec. Litig.*, 3:08-
11 cv-01405-SI, Doc. No. 105 (N.D. Cal. Dec. 20, 2010) (Illston, J.) (ordering immediate payment of
12 attorneys' fees and expenses); *In re Gilead Sciences Sec. Litig.*, No. C-03-4999-SI, Doc. No. 282
13 (N.D. Cal. Nov. 5, 2010) (Illston, J.) (same); *In re CV Therapeutics, Inc. Sec. Litig.*, No. C 03-
14 3709 SI, 2007 WL 1033478, at *2 (N.D. Cal Apr. 4, 2007) (Illston, J.) (same); *In Re Abbott Labs.*
15 *Norvir Antitrust Litig.*, No. 4:04-cv-01511-CW, Doc. 656 (N.D. Cal. Aug. 12, 2009) (Wilken, J.)
16 (same); *In re KLA-Tencor Corp. Sec. Litig.*, C-06-04065-CRB (N.D. Cal. Sep. 26, 2008) (Breyer,
17 J.) (same). The cases approving such provisions include many antitrust matters. *See e.g., In re*
18 *Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 283-85 (3d Cir. 2009) (affirming \$29.95 million fee
19 award and noting that the settlement agreement required plaintiffs' counsel to reimburse the
20 already-paid fee award, if that award were reversed on appeal); *In re NASDAQ Market-Makers*
21 *Antitrust Litig.*, 187 F.R.D. 465, 479 (S.D.N.Y. 1998) (“Numerous courts have directed that the
22 entire fee award be disbursed immediately upon entry of the award, or within a few days
23 thereafter.”) (collecting cases).

24 3. Mr. Himmelstein argues that such provisions are inherently risky because counsel
25 may be unable to repay the fees if they are reversed or reduced on appeal. That speculative
26 assertion has no basis in fact. The repayment requirements in the proposed settlements—which
27 make all plaintiffs' counsel firms and their equity owners jointly and severally liable for any
28 repayment, and answerable to this Court—are more than adequate to protect the Class and

1 Defendants. This Court also finds that the firms which would be subject to repayment are some of
2 the most highly respected firms in the plaintiffs' antitrust bar; that there has been no showing by
3 Mr. Himmelstein that there has ever been a case where counsel, including counsel herein, have
4 failed to repay fees under such provisions; and that evidence of the ability to repay includes the
5 fact that the firms subject to repayment have financed this case for five years without any
6 guarantee of compensation or reimbursement of expenses.

7 4. Mr. Himmelstein argues that Class Counsel should not be paid without posting a
8 letter of credit or other adequate security. However, he fails to identify any case in which a court
9 required class counsel to obtain a letter of credit before receiving fees. Simply put, a letter of
10 credit is neither required under the law nor necessary to protect Defendants nor the Class. Mr.
11 Himmelstein's objection is hereby overruled.

12 5. Mr. Himmelstein further objects because the Fee Motion was not posted on the
13 www.tftlcdclassaction.com website. In *In re Mercury Interactive Corp. Securities Litigation*, 618
14 F.3d 988 (9th Cir. 2010), the Ninth Circuit held that Rule 23(h) of the Federal Rules of Civil
15 Procedure "requires a district court to set the deadline for objections to counsel's fee request on a
16 date *after* the motion and documents supporting it have been filed." 618 F.3d at 993. The Ninth
17 Circuit grants wide discretion to each district court to determine how far in advance Class Counsel
18 must file the fee motion. *See id.*, at 995. Nonetheless, the Court concluded that "a schedule that
19 requires objections to be filed before the fee motion itself denies the class the full and fair
20 opportunity to examine and oppose the motion that Rule 23(h) contemplates." *Id.* Nothing in the
21 *Mercury Interactive* decision requires a motion for attorneys' fees to be posted on a class action
22 website.

23 6. Consistent with *Mercury Interactive*, this Court set the date for Co-Lead Class
24 Counsel to file their Fee Motion a full month in advance of the objection deadline. The motion
25 was made available to Class Members on the public docket, just like the other publicly-available
26 documents filed in this case. Class Members have had one month to examine and oppose the
27 motion, satisfying the full-and-fair-opportunity requirement under Rule 23(h). Like all Class
28 Members, Mr. Himmelstein has access to the public docket. Moreover, he filed his objection and

1 notice of appearance (Doc. Nos. 4196-97) via the same ECF system that Co-Lead Class Counsel
2 used to file the Fee Motion. Mr. Himmelstein therefore cannot demonstrate any prejudice by the
3 posting of the Fee Motion on the Court's public docket alone, rather than in conjunction with the
4 class action website.

5 7. Class Members had multiple avenues in addition to the Court's docket and the class
6 action website to obtain information about the proposed settlements and the Fee Motion. The
7 Court-approved class notices not only mention the website, but also identify the Claims
8 Administrator's toll-free telephone number and address, as well as the names and addresses of the
9 Co-Lead Class Counsel. In *Harris v. Vector Marketing Corp.*, No. C-08-5198 ECM, 2011 WL
10 1627973, *18 (N.D. Cal. Apr. 29, 2011) (Chen, M.J.), the Court's preference that the fee petition
11 be posted on the website is that case does not compel other courts to require the same to fulfill due
12 process. Mr. Himmelstein's objection is therefore overruled.

13 8. Finally, Mr. Himmelstein's objection to the fee requested by Class Counsel also
14 lacks merit. The Fee Motion provides the Court with exacting descriptions of the 250,000 hours
15 of work performed by counsel without compensation since 2007, a detailed accounting of the
16 \$110,825,798.18 of fees incurred and \$6,055,335.31 in unreimbursed costs expended to achieve
17 this exceptional result, and the significant benefits to the Class Members from the proposed
18 settlements. *See Declaration of Bruce Simon In Support of Motion Direct Purchaser Class*
19 *Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Incentive Awards* (Doc.
20 No. 4060) (Declaration of Co-Lead Counsel with lengthy description of work performed in the
21 case in order to obtain \$405 million in settlements); *Declaration of Elizabeth Pritzker In Support*
22 *of Motion Direct Purchaser Class Plaintiffs' Motion for Attorneys' Fees, Reimbursement of*
23 *Expenses, and Incentive Awards* (Doc. No. 4061) (Declaration of Liaison Counsel providing a
24 detailed accounting of all of the professional time expended and the expenses incurred in this case
25 through August 31, 2011). The 30% fee request is justified under governing legal standards, and
26 its reasonableness is confirmed by a lodestar cross-check yielding a 1.096 times multiplier. The
27 Fee Motion includes a detailed analysis as to why the Court should award a fee that is above the
28 25% "benchmark" fee in the Ninth Circuit.

1 9. Mr. Himmelstein nevertheless objects that the fee, while within “the usual range of
2 20%-30%,” is too large. Himmelstein Objection at 12. His generalized three-sentence objection
3 to the size of the fee requested lacks substance. Mr. Himmelstein does not refute nor call into
4 question the massive amount of work performed and the exceptional result achieved in this case.
5 His objection that the fee award is excessive is therefore overruled.

6 10. Mr. Rinis appears to be a “serial objector” who has filed objections in at least 21
7 class action settlements in federal courts. His objection herein is untimely, having been mailed on
8 November 28, 2011, rather than filed with the Court on that date. On that basis alone, the Court
9 refuses to consider the objection. *See In re Heritage Bond Litig.*, 02-ML-1475 DT, 2005 WL
10 1594403, at *10 n.9 (C.D. Cal. June 10, 2005) (refusing to consider untimely objection received
11 via email after the filing deadline for oppositions); *In re UnitedHealth Group Inc. Shareholder
12 Deriv. Litig.*, 631 F.Supp.2d 1151, 1158 n.6 (D. Minn 2009) (refusing to consider untimely,
13 unclear objection).

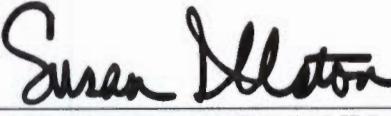
14 9. Nevertheless, even if the Court were to consider the merits of the objection, the
15 Court would find that it lacks merit. Mr. Rinis inaccurately asserts that the fee requested of “one
16 third of \$388 million dollars is excessive and unreasonable.” The fee requested by Class Counsel
17 is 30%, not one-third of the Settlement Fund. Moreover, Mr. Rinis does not explain why he
18 believes the fee requested is excessive in light of the amount of work performed, the complexity of
19 the issues involved, and the excellent result achieved. This objection is therefore overruled.

20 10. Mr. Rinis also objects that “there is not basis for splitting the settlement fund 50/50
21 between direct consumer purchasers and others.” Mr. Rinis’ vague objection suggests a
22 misunderstanding about this case. All Class Members are direct purchasers, and none of the
23 settlement proceeds will be shared with indirect purchasers. However, if Mr. Rinis means to
24 object to the plan of allocation between members of the Panel Class and members of the Product
25 Class, he provides no factual or legal basis to support his objection. In their motion for
26 preliminary approval of the proposed settlements, Co-Lead Class Counsel provided a rational
27 basis for the proposed plan of allocation. *See In re Citric Acid Antitrust Litig.*, 145 F.Supp.2d
28 1152, 1154 (N.D. Cal. 2001). This objection does not demonstrate otherwise. In addition, a pro-

1 *rata* allocation has been used in many antitrust cases including in this District. *See, e.g., In Re*
2 *Dynamic Random Access Memory (DRAM) Antitrust Litigation*, No. M-02-1486 PJH, Doc. No.
3 2093, p. 2 (N.D. Cal. Oct. 27, 2010); *In re Vitamins Antitrust Litig.*, 2000 WL 1737867 at *6
4 (D.D.C. Mar. 31, 2000); *In re Lloyds' Am. Trust Fund Litig.*, 2002 WL 31663577 at *19
5 (S.D.N.Y. Nov. 26, 2002); *In re Paine Webber Partnership Litigation*, 171 F.R.D. 104, 135
6 (S.D.N.Y. 1997). The objection is therefore overruled.

7 IT IS SO ORDERED.

8 Date: 12/27/12


THE HONORABLE SUSAN ILLSTON
UNITED STATES DISTRICT JUDGE

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8 | Co-Lead Counsel for the Direct Purchaser Class Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

**IN RE TFT-LCD (FLAT PANEL)
ANTITRUST LITIGATION**

Case No. M07-1827 SI

MDL No. 1827

This Document Relates To:

ALL DIRECT PURCHASER CLASS ACTIONS

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND ENTERING FINAL JUDGMENT OF DISMISSAL WITH PREJUDICE AS TO DEFENDANTS CHI MEI INNOLUX CORPORATION; CHI MEI CORPORATION; CHI MEI OPTOELECTRONICS CORPORATION; CMO JAPAN CO., LTD.; CHI MEI OPTOELECTRONICS USA, INC.; NEXGEN MEDIATECH, INC.; AND NEXGEN MEDIATECH USA, INC.

Date: December 19, 2011
Time: 4:00 p.m.
Courtroom: 10, 19th Floor

The Honorable Susan Illston

930556.2

1 This matter has come before the Court to determine whether there is any cause why this
2 Court should not approve the settlement with defendants Chimei Innolux Corporation, Chi Mei
3 Corporation, Chi Mei Optoelectronics Corporation, CMO Japan Co., Ltd., Chi Mei
4 Optoelectronics USA, Inc., Nexgen Mediatech, Inc., and Nexgen Mediatech USA, Inc.
5 (collectively, "Chi Mei") set forth in the Settlement Agreement ("Agreement"), dated July 15,
6 2011, relating to the above-captioned litigation. The Court, after carefully considering all papers
7 filed and proceedings held herein and otherwise being fully informed in the premises, has
8 determined (1) that the settlement should be approved, and (2) that there is no just reason for
9 delay of the entry of this final judgment approving the Agreement. Accordingly, the Court directs
10 entry of Judgment which shall constitute a final adjudication of this case on the merits as to the
11 parties to the Agreement. Good cause appearing therefore, it is:

12 **ORDERED, ADJUDGED AND DECREED THAT:**

13 1. The Court has jurisdiction over the subject matter of this litigation, and all actions
14 within this litigation and over the parties to the Agreement, including all members of the Class
15 and Chi Mei.

16 2. The definitions of terms set forth in the Agreement are incorporated hereby as
17 though fully set forth in this Judgment.

18 3. The Court hereby finally approves and confirms the settlement set forth in the
19 Agreement and finds that said settlement is, in all respects, fair, reasonable, and adequate to the
20 Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

21 4. Pursuant to Federal Rule of Civil Procedure 23(g), Class Counsel, previously
22 appointed by the Court (Lieff, Cabraser, Heimann & Bernstein, LLP and Pearson, Simon,
23 Warshaw & Penny, LLP), are appointed as Counsel for the Class. These firms have, and will,
24 fairly and competently represent the interests of the Class.

25 5. The persons/entities identified in [Amended] Direct Purchaser Class Plaintiffs'
26 Notice of Class Member Exclusions [Dkt. No. 2384] have timely and validly requested exclusion
27 from the Class and, therefore, are excluded. Such persons/entities are not included in or bound by
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1 this Final Judgment. Such persons/entities are not entitled to any recovery from the settlement
2 proceeds obtained through this settlement.

3 6. The Court hereby dismisses on the merits and with prejudice the individual and
4 class claims asserted against Chi Mei, with Plaintiffs and Chi Mei to bear their own costs and
5 attorneys' fees except as provided herein.

6 7. All persons and entities who are Releasors are hereby barred and enjoined from
7 commencing, prosecuting, or continuing, either directly or indirectly, against the Chi Mei
8 Releasees, in this or any other jurisdiction, any and all claims, causes of action or lawsuits, which
9 they had, have, or in the future may have, arising out of or related to any of the Released Claims
10 as defined in the Agreement.

11 8. The Chi Mei Releasees are hereby and forever released and discharged with
12 respect to any and all claims or causes of action which the Releasors had or have arising out of or
13 related to any of the Released Claims as defined in the Agreement.

14 9. The notice given to the Class of the settlement set forth in the Agreement and the
15 other matters set forth herein was the best notice practicable under the circumstances, including
16 individual notice to all members of the Class who could be identified through reasonable efforts.
17 Said notice provided due and adequate notice of those proceedings and of the matters set forth
18 therein, including the proposed settlement set forth in the Agreement, to all persons entitled to
19 such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) of the
20 Federal Rules of Civil Procedure and the requirements of due process.

21 10. Only two class members have objected to the settlement. Those objections have
22 been overruled in a separate order.

23 11. Without affecting the finality of this Judgment in any way, this Court hereby
24 retains continuing and exclusive jurisdiction over: (a) implementation of this settlement and any
25 distribution to class members pursuant to further orders of this Court; (b) disposition of the
26 Settlement Fund (c) hearing and determining applications by the Class Representatives for
27 representative plaintiff incentive awards, attorneys' fees, costs, expenses, including expert fees
and costs, and interest; (d) Chi Mei until the final judgment contemplated hereby has become

1 effective and each and every act agreed to be performed by the parties all have been performed
2 pursuant to the Agreement; (e) hearing and ruling on any matters relating to the plan of allocation
3 of settlement proceeds; and (f) all parties and Releasors for the purpose of enforcing and
4 administering the Agreement and Exhibits thereto and the mutual releases and other documents
5 contemplated by, or executed in connection with, the Agreement.

6 12. In the event that the settlement does not become effective in accordance with the
7 terms of the Agreement, then the judgment shall be rendered null and void and shall be vacated,
8 and in such event, all orders entered and releases delivered in connection herewith shall be null
9 and void and the parities shall be returned to their respective positions *ex ante*.

10 13. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil
11 Procedure, that this Final Judgment should be entered and further finds that there is no just reason
12 for delay in the entry of this Judgment, as a Final Judgment, as to the parties to the Agreement.
13 Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

15 Dated: 12/27/11

Susan Mlotek

**The Honorable Susan Illston
United States District Judge**

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8 | Co-Lead Counsel for the Direct Purchaser Class Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

**IN RE TFT-LCD (FLAT PANEL)
ANTITRUST LITIGATION**

Case No. M07-1827 SI

MDL No. 1827

This Document Relates To:

ALL DIRECT PURCHASER CLASS ACTIONS

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT AND
ENTERING FINAL JUDGMENT OF
DISMISSAL WITH PREJUDICE AS TO
DEFENDANTS HITACHI, LTD.; HITACHI
DISPLAYS, LTD.; AND HITACHI
ELECTRONIC DEVICES (USA), INC.**

Date: December 19, 2011
Time: 4:00 p.m.
Courtroom: 10, 19th Floor

The Honorable Susan Illston

1 This matter has come before the Court to determine whether there is any cause why this
2 Court should not approve the settlement with defendants Hitachi, Ltd., Hitachi Displays, Ltd., and
3 Hitachi Electronic Devices (USA), Inc. ("Hitachi") set forth in the Settlement Agreement
4 ("Agreement"), dated August 3, 2011, relating to the above-captioned litigation. The Court, after
5 carefully considering all papers filed and proceedings held herein and otherwise being fully
6 informed in the premises, has determined (1) that the settlement should be approved, and (2) that
7 there is no just reason for delay of the entry of this final judgment approving the Agreement.
8 Accordingly, the Court directs entry of Judgment which shall constitute a final adjudication of
9 this case on the merits as to the parties to the Agreement. Good cause appearing therefore, it is:

10 **ORDERED, ADJUDGED AND DECREED THAT:**

11 1. The Court has jurisdiction over the subject matter of this litigation, and all actions
12 within this litigation and over the parties to the Agreement, including all members of the Class
13 and Hitachi.

14 2. The definitions of terms set forth in the Agreement are incorporated hereby as
15 though fully set forth in this Judgment.

16 3. The Court hereby finally approves and confirms the settlement set forth in the
17 Agreement and finds that said settlement is, in all respects, fair, reasonable, and adequate to the
18 Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

19 4. Pursuant to Federal Rule of Civil Procedure 23(g), Class Counsel, previously
20 appointed by the Court (Lieff, Cabraser, Heimann & Bernstein, LLP and Pearson, Simon,
21 Warshaw & Penny, LLP), are appointed as Counsel for the Class. These firms have, and will,
22 fairly and competently represent the interests of the Class.

23 5. The persons/entities identified in [Amended] Direct Purchaser Class Plaintiffs'
24 Notice of Class Member Exclusions [Dkt. No. 2384] have timely and validly requested exclusion
25 from the Class and, therefore, are excluded. Such persons/entities are not included in or bound by
26 this Final Judgment. Such persons/entities are not entitled to any recovery from the settlement
27 proceeds obtained through this settlement.

1 6. The Court hereby dismisses on the merits and with prejudice the individual and
2 class claims asserted against Hitachi, with Plaintiffs and Hitachi to bear their own costs and
3 attorneys' fees except as provided herein.

4 7. All persons and entities who are Releasors are hereby barred and enjoined from
5 commencing, prosecuting, or continuing, either directly or indirectly, against the Hitachi
6 Releasees, in this or any other jurisdiction, any and all claims, causes of action or lawsuits, which
7 they had, have, or in the future may have, arising out of or related to any of the Released Claims
8 as defined in the Agreement.

9 8. The Hitachi Releasees are hereby and forever released and discharged with respect
10 to any and all claims or causes of action which the Releasors had or have arising out of or related
11 to any of the Released Claims as defined in the Agreement.

12 9. The notice given to the Class of the settlement set forth in the Agreement and the
13 other matters set forth herein was the best notice practicable under the circumstances, including
14 individual notice to all members of the Class who could be identified through reasonable efforts.
15 Said notice provided due and adequate notice of those proceedings and of the matters set forth
16 therein, including the proposed settlement set forth in the Agreement, to all persons entitled to
17 such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) of the
18 Federal Rules of Civil Procedure and the requirements of due process.

19 10. Only two class members have objected to the settlement. Those objections have
20 been overruled in a separate order.

21 11. Without affecting the finality of this Judgment in any way, this Court hereby
22 retains continuing and exclusive jurisdiction over: (a) implementation of this settlement and any
23 distribution to class members pursuant to further orders of this Court; (b) disposition of the
24 Settlement Fund (c) hearing and determining applications by the Class Representatives for
25 representative plaintiff incentive awards, attorneys' fees, costs, expenses, including expert fees
26 and costs, and interest; (d) Hitachi until the final judgment contemplated hereby has become
27 effective and each and every act agreed to be performed by the parties all have been performed
28 pursuant to the Agreement; (e) hearing and ruling on any matters relating to the plan of allocation

1 of settlement proceeds; and (f) all parties and Releasors for the purpose of enforcing and
2 administering the Agreement and Exhibits thereto and the mutual releases and other documents
3 contemplated by, or executed in connection with, the Agreement.

4 12. In the event that the settlement does not become effective in accordance with the
5 terms of the Agreement, then the judgment shall be rendered null and void and shall be vacated,
6 and in such event, all orders entered and releases delivered in connection herewith shall be null
7 and void and the parities shall be returned to their respective positions *ex ante*.

8 13. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil
9 Procedure, that this Final Judgment should be entered and further finds that there is no just reason
10 for delay in the entry of this Judgment, as a Final Judgment, as to the parties to the Agreement.
11 Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

12
13 Dated: 12/29/11



The Honorable Susan Illston
United States District Judge

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8 | Co-Lead Counsel for the Direct Purchaser Class Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE TFT-LCD (FLAT PANEL)
ANTITRUST LITIGATION

Case No. M07-1827 SI

MDL No. 1827

16 This Document Relates To:
17 ALL DIRECT PURCHASER CLASS
ACTIONS

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT AND
ENTERING FINAL JUDGMENT OF
DISMISSAL WITH PREJUDICE AS TO
DEFENDANTS SHARP CORPORATION
AND SHARP ELECTRONICS
CORPORATION**

Date: December 19, 2011
Time: 4:00 p.m.
Courtroom: 10, 19th Floor

The Honorable Susan Illston

1 This matter has come before the Court to determine whether there is any cause why this
2 Court should not approve the settlement with defendants Sharp Corporation and Sharp
3 Electronics Corporation (“Sharp”) set forth in the Settlement Agreement (“Agreement”), dated
4 August 1, 2011, relating to the above-captioned litigation. The Court, after carefully considering
5 all papers filed and proceedings held herein and otherwise being fully informed in the premises,
6 has determined (1) that the settlement should be approved, and (2) that there is no just reason for
7 delay of the entry of this final judgment approving the Agreement. Accordingly, the Court directs
8 entry of Judgment which shall constitute a final adjudication of this case on the merits as to the
9 parties to the Agreement. Good cause appearing therefore, it is:

10 **ORDERED, ADJUDGED AND DECREED THAT:**

11 1. The Court has jurisdiction over the subject matter of this litigation, and all actions
12 within this litigation and over the parties to the Agreement, including all members of the Class
13 and Sanyo.

14 2. The definitions of terms set forth in the Agreement are incorporated hereby as
15 though fully set forth in this Judgment.

16 3. The Court hereby finally approves and confirms the settlement set forth in the
17 Agreement and finds that said settlement is, in all respects, fair, reasonable, and adequate to the
18 Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

19 4. Pursuant to Federal Rule of Civil Procedure 23(g), Class Counsel, previously
20 appointed by the Court (Lieff, Cabraser, Heimann & Bernstein, LLP and Pearson, Simon,
21 Warshaw & Penny, LLP), are appointed as Counsel for the Class. These firms have, and will,
22 fairly and competently represent the interests of the Class.

23 5. The persons/entities identified in [Amended] Direct Purchaser Class Plaintiffs'
24 Notice of Class Member Exclusions [Dkt. No. 2384] have timely and validly requested exclusion
25 from the Class and, therefore, are excluded. Such persons/entities are not included in or bound by
26 this Final Judgment. Such persons/entities are not entitled to any recovery from the settlement
27 proceeds obtained through this settlement.

28

1 6. The Court hereby dismisses on the merits and with prejudice the individual and
2 class claims asserted against Sharp, with Plaintiffs and Sharp to bear their own costs and
3 attorneys' fees except as provided herein.

4 7. All persons and entities who are Releasors are hereby barred and enjoined from
5 commencing, prosecuting, or continuing, either directly or indirectly, against the Sharp Releasees,
6 in this or any other jurisdiction, any and all claims, causes of action or lawsuits, which they had,
7 have, or in the future may have, arising out of or related to any of the Released Claims as defined
8 in the Agreement.

9 8. The Sharp Releasees are hereby and forever released and discharged with respect
10 to any and all claims or causes of action which the Releasors had or have arising out of or related
11 to any of the Released Claims as defined in the Agreement.

12 9. The notice given to the Class of the settlement set forth in the Agreement and the
13 other matters set forth herein was the best notice practicable under the circumstances, including
14 individual notice to all members of the Class who could be identified through reasonable efforts.
15 Said notice provided due and adequate notice of those proceedings and of the matters set forth
16 therein, including the proposed settlement set forth in the Agreement, to all persons entitled to
17 such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) of the
18 Federal Rules of Civil Procedure and the requirements of due process.

19 10. Only two class members have objected to the settlement. Those objections have
20 been overruled in a separate order.

21 11. Without affecting the finality of this Judgment in any way, this Court hereby
22 retains continuing and exclusive jurisdiction over: (a) implementation of this settlement and any
23 distribution to class members pursuant to further orders of this Court; (b) disposition of the
24 Settlement Fund (c) hearing and determining applications by the Class Representatives for
25 representative plaintiff incentive awards, attorneys' fees, costs, expenses, including expert fees
26 and costs, and interest; (d) Sharp until the final judgment contemplated hereby has become
27 effective and each and every act agreed to be performed by the parties all have been performed
28 pursuant to the Agreement; (e) hearing and ruling on any matters relating to the plan of allocation

1 of settlement proceeds; and (f) all parties and Releasors for the purpose of enforcing and
2 administering the Agreement and Exhibits thereto and the mutual releases and other documents
3 contemplated by, or executed in connection with, the Agreement.

4 12. In the event that the settlement does not become effective in accordance with the
5 terms of the Agreement, then the judgment shall be rendered null and void and shall be vacated,
6 and in such event, all orders entered and releases delivered in connection herewith shall be null
7 and void and the parities shall be returned to their respective positions *ex ante*.

8 13. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil
9 Procedure, that this Final Judgment should be entered and further finds that there is no just reason
10 for delay in the entry of this Judgment, as a Final Judgment, as to the parties to the Agreement.
11 Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

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Dated: 12/29/11


The Honorable Susan Minton
United States District Judge

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8 Co-Lead Counsel for the Direct Purchaser Class Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

Case No. M07-1827 SI

MDL No. 1827

16 This Document Relates To:
17 ALL DIRECT PURCHASER CLASS
ACTIONS

[CORRECTED] [PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
SETTLEMENT AND ENTERING FINAL
JUDGMENT OF DISMISSAL WITH
PREJUDICE AS TO DEFENDANTS
SHARP CORPORATION AND SHARP
ELECTRONICS CORPORATION

Date: December 19, 2011
Time: 4:00 p.m.
Courtroom: 10, 19th Floor

The Honorable Susan Illston

1 This matter has come before the Court to determine whether there is any cause why this
2 Court should not approve the settlement with defendant Sharp Corporation set forth in the
3 Settlement Agreement (“Agreement”), dated August 1, 2011, relating to the above-captioned
4 litigation. The Court, after carefully considering all papers filed and proceedings held herein and
5 otherwise being fully informed in the premises, has determined (1) that the settlement should be
6 approved, and (2) that there is no just reason for delay of the entry of this final judgment
7 approving the Agreement. Accordingly, the Court directs entry of Judgment which shall
8 constitute a final adjudication of this case on the merits as to the parties to the Agreement. Good
9 cause appearing therefore, it is:

10 **ORDERED, ADJUDGED AND DECREED THAT:**

11 1. The Court has jurisdiction over the subject matter of this litigation, and all actions
12 within this litigation and over the parties to the Agreement, including all members of the Class on
13 the one hand, and Sharp Corporation and Sharp Electronics Corporation (collectively, “Sharp”)
14 on the other.

15 2. The definitions of terms set forth in the Agreement are incorporated hereby as
16 though fully set forth in this Judgment.

17 3. The Court hereby finally approves and confirms the settlement set forth in the
18 Agreement and finds that said settlement is, in all respects, fair, reasonable, and adequate to the
19 Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

20 4. Pursuant to Federal Rule of Civil Procedure 23(g), Class Counsel, previously
21 appointed by the Court (Lieff, Cabraser, Heimann & Bernstein, LLP and Pearson, Simon,
22 Warshaw & Penny, LLP), are appointed as Counsel for the Class. These firms have, and will,
23 fairly and competently represent the interests of the Class.

24 5. The persons/entities identified in [Amended] Direct Purchaser Class Plaintiffs’
25 Notice of Class Member Exclusions [Dkt. No. 2384] have timely and validly requested exclusion
26 from the Class and, therefore, are excluded. Such persons/entities are not included in or bound by
27 this Final Judgment. Such persons/entities are not entitled to any recovery from the settlement
28 proceeds obtained through this settlement.

1 6. The Court hereby dismisses on the merits and with prejudice the individual and
2 class claims asserted against Sharp, with Plaintiffs and Sharp to bear their own costs and
3 attorneys' fees except as provided herein.

4 7. All persons and entities who are Releasors are hereby barred and enjoined from
5 commencing, prosecuting, or continuing, either directly or indirectly, against the Sharp Releasees,
6 in this or any other jurisdiction, any and all claims, causes of action or lawsuits, which they had,
7 have, or in the future may have, arising out of or related to any of the Released Claims as defined
8 in the Agreement.

9 8. The Sharp Releasees are hereby and forever released and discharged with respect
10 to any and all claims or causes of action which the Releasors had or have arising out of or related
11 to any of the Released Claims as defined in the Agreement.

12 9. The notice given to the Class of the settlement set forth in the Agreement and the
13 other matters set forth herein was the best notice practicable under the circumstances, including
14 individual notice to all members of the Class who could be identified through reasonable efforts.
15 Said notice provided due and adequate notice of those proceedings and of the matters set forth
16 therein, including the proposed settlement set forth in the Agreement, to all persons entitled to
17 such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) of the
18 Federal Rules of Civil Procedure and the requirements of due process.

19 10. Only two class members have objected to the settlement. Those objections have
20 been overruled in a separate order.

21 11. Without affecting the finality of this Judgment in any way, this Court hereby
22 retains continuing and exclusive jurisdiction over: (a) implementation of this settlement and any
23 distribution to class members pursuant to further orders of this Court; (b) disposition of the
24 Settlement Fund (c) hearing and determining applications by the Class Representatives for
25 representative plaintiff incentive awards, attorneys' fees, costs, expenses, including expert fees
26 and costs, and interest; (d) Sharp until the final judgment contemplated hereby has become
27 effective and each and every act agreed to be performed by the parties all have been performed
28 pursuant to the Agreement; (e) hearing and ruling on any matters relating to the plan of allocation

of settlement proceeds; and (f) all parties and Releasors for the purpose of enforcing and administering the Agreement and Exhibits thereto and the mutual releases and other documents contemplated by, or executed in connection with, the Agreement.

4 12. In the event that the settlement does not become effective in accordance with the
5 terms of the Agreement, then the judgment shall be rendered null and void and shall be vacated,
6 and in such event, all orders entered and releases delivered in connection herewith shall be null
7 and void and the parities shall be returned to their respective positions *ex ante*.

8 13. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil
9 Procedure, that this Final Judgment should be entered and further finds that there is no just reason
10 for delay in the entry of this Judgment, as a Final Judgment, as to the parties to the Agreement.
11 Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

13 Dated: 1/4/12

Susan Mlotek

The Honorable Susan Illston
United States District Judge